



**AMENDMENT NO. 1 TO THE AGREEMENT**  
**WITH**  
**OTIS ELEVATOR COMPANY**  
**FOR**  
**FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT, AND PLATFORM LIFT**  
**MAINTENANCE AND REPAIR**

This Amendment is entered into this 17<sup>th</sup> day of June, 2014, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Otis Elevator Company**, a New Jersey corporation registered in the State of California; (hereafter referred to as "CONTRACTOR").

**RECITALS**

WHEREAS, the parties entered into an agreement entitled "Piggy Agreement" on December 7, 2011 ("Agreement") for full service elevator, escalator, chairlift and platform lift maintenance and repair for a term from December 7, 2011 to December 6, 2016 in the annual amount not to exceed Six Thousand Four Hundred and Sixty dollars (\$6,460.00) for maintenance of two (2) elevators at the Milpitas Library Parking Garage; and

WHEREAS, the parties desire to amend the Agreement to increase the scope of services by adding six (6) elevators at various City of Milpitas locations and to clarify the prevailing wage requirements under this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to further amend the Agreement as follows:

Section 1. The Agreement is amended to include the following six (6) additional elevators:

- a. Police Department - 1275 N. Milpitas Blvd. "Dover Hydraulic Passenger #1": \$248.88 per month
- b. Public Works Administration - 1265 N. Milpitas Blvd. "Dover Hydraulic Passenger #2": \$248.88 per month
- c. Public Works Maintenance Shop - 1265 N. Milpitas Blvd. "Dover Hydraulic Freight": \$310.00 per month
- d. Public Works Fleet Maintenance Shop - 1265 N. Milpitas Blvd. "Chairlift": \$173.88 per month
- e. City Hall - 544 E. Calaveras Blvd. "TKE Hydraulic Passenger": \$248.88 per month
- f. City Hall 544 E. Calaveras Blvd. "TKE Traction Passenger": \$310.00 per month

Section 2. Section 3 of the Agreement is amended in its entirety to read as follows:

The total annual compensation for all services under the Agreement shall be in the amount not-to-exceed Thirty Thousand Dollars (\$30,000.00), which includes Twenty-Four Thousand Nine Hundred Forty-Six Dollars and Twenty-Four Cents (\$24,946.24) for maintenance and repair

services and Five Thousand Fifty-Three Dollars and Seventy-Six Cents (\$5,053.76) for contingency.

Section 3. The Agreement is amended to add the following prevailing wage requirements:

Prevailing Wage. Each laborer or mechanic of VENDOR or any subcontractor engaged in work on the project under this Agreement shall be paid, if applicable, pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California. the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes, copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done can be reviewed at Website: [www.dir.ca.gov/dlsr/pwd/northern.html](http://www.dir.ca.gov/dlsr/pwd/northern.html) . Any laborer or mechanic employed to perform work on the project under this Agreement, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified for the classification which most nearly corresponds to the work to be performed by him/her.

VENDOR shall promptly notify the City requesting the quotation in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents or the specifications for the work.

VENDOR and each approved subcontractor shall keep accurate payroll records and comply in all respects with Labor Code Section 1776, including the timely response to written notices requiring copies of such records. In the event contractor or any subcontractor fails to comply within the ten (10) day period, that bidder or subcontractor shall forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

OTIS ELEVATOR COMPANY

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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Michael J. Ogaz, City Attorney

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Steve Erickson, CIP Manager